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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

THIS DOCUMENT PREPARED BY: Candi Christensen, Warren Water District, 1204 E. 2nd Ave. Indianola, IA 50125 515-962-1200
RETURN TO: Terry Krapfl, Box 215, Indianola, IA 50125, 515-961-2574

EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

Steven R. Smith and Marilyn K. Smith, husband and wife,

hereinafter referred to as GRANTORS, in consideration of One Dollar and Other Valuable consideration, hereby grant and convey unto Warren Water District, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual easement with the right, at any time, to erect, construct, install, lay and thereafter use, operate, inspect, repair, maintain, replace and remove one or more water pipelines and appurtenances thereto, over, across and through the land of the GRANTORS situated in Madison County, Iowa, being more specifically described as follows:

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together with the right of ingress and egress over the adjacent lands of the GRANTORS, their successors and assigns, for the purposes of this Easement.

The easement granted herein shall be 32 feet in width (except for during construction and removal of the water pipelines, the Easement shall be expanded to 50 feet in width), the centerline of which shall be measured from the center point of the first water pipeline and the necessary appurtenances thereto constructed by GRANTEE. In addition, if the easement area, as described herein, does not abut the nearest public road right-of-way, the easement area shall be expanded to extend to the nearest public road right-of-way line.

The Grantor and Grantee agree that no structures, buildings, fences, barricades or any other temporary or permanent obstruction of any kind shall be constructed or placed on any portion of the easement area. Furthermore, the Grantee agrees not to remove any dirt or in any way disrupt the grade over and above the easement area.

It is agreed that crop damage will be paid by the GRANTEE; however, in no case shall GRANTEE be required to pay more than a single, total crop loss in any one crop year. Crop damage will equal the price for the destroyed or damaged crop x yield per acre x acreage damaged or destroyed.

GRANTEE, its successors and assigns, hereby promise to maintain such water pipelines and any necessary appurtenances in good repair so that damage, if any, to the real estate of GRANTORS, will be kept to a minimum.

The grant and other provisions of this Easement shall constitute a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

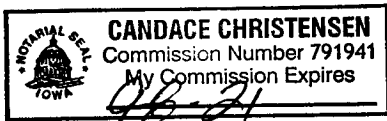
IN WITNESS WHEREOF, the GRANTORS have executed this instrument this 7th day of June, 2021.

Steven R. Smith
Steven R. Smith

Marilyn K. Smith
Marilyn K. Smith

STATE OF IOWA, ss:

This instrument was acknowledged before me on June 7, 2021 by Steven R. Smith and Marilyn K. Smith.



Candace Christensen
NOTARY PUBLIC

Legal Description - Parcel "E"

All that part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 17, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:
Commencing at the South 1/4 corner of said Section 17, thence North 00°34'47" West, along the East line of the SE1/4 of the SW1/4 of said Section 17, a distance of 17.50 feet; thence North 88°05'54" West, a distance of 389.51 feet, to the Point of Beginning; thence North 88°32'06" West, a distance of 188.99 feet; thence South 89°18'54" West, a distance of 686.54 feet; to a point on the existing East right of way line of Cedar Bridge Road, as shown on the Acquisition Plat in Book 3 Page 66; thence North 00°56'42" East along said right of way, a distance of 170.24 feet; thence South 89°12'06" East along said right of way, a distance of 22.03 feet; thence North 00°11'54" West, along said right of way, a distance of 125.46 feet; thence South 88°36'45" East, a distance of 471.77 feet; thence North 00°00'00" East, a distance of 19.68 feet; thence South 88°13'30" East, a distance of 367.56 feet; thence South 02°22'43" East, a distance of 289.24 feet to the Point of Beginning, and containing 5.69 acres of land, more or less.

And

Legal Description - Parcel "F"

All that part of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) and the South Half (S1/2) of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 17, Township 76 North, Range 27 West of the 5th P.M., Madison County, Iowa, more particularly described as follows:
Beginning at the South 1/4 Corner of said Section 17, thence North 00°34'46" East, along the East line of the SE1/4 of the SW1/4 of said Section 17, a distance of 17.50 feet; thence North 88°05'54" West, a distance of 389.51 feet; thence North 02°22'43" West, a distance of 289.24 feet; thence North 88°13'30" West, a distance of 367.56 feet; thence South 00°00'00" East, a distance of 19.68 feet; thence North 88°36'45" West, a distance of 471.77 feet, to a point on the existing East right of way of Cedar Bridge Road as shown in the Acquisition Plat in Book 3 Page 69; thence North 00°11'54" West, along said existing East right of way line, a distance of 1,012.53 feet, to a point on the North line of the SE1/4 of the SW1/4 of said Section 17; thence South 89°01'24" East, along the North line of the SE1/4 of the SW1/4 of said Section 17, a distance of 1,257.12 feet, to the NE Corner of the SE1/4 of the SW1/4 of said Section 17; thence South 00°34'47" West, a distance of 656.86 feet; thence South 89°03'13" East, a distance of 1,299.57 feet, to a point on the East line of the SW1/4 of the SE1/4 of said Section 17; thence South 00°42'40" West, a distance of 658.55 feet, to the SE corner of the SW1/4 of the SE1/4 of said Section 17; thence North 88°58'42" West, along the South line of the SW1/4 of the SE1/4 of said Section 17, a distance of 1,298.07 feet, to the Point of Beginning, and containing 51.12 acres of land, more or less.